

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

HEARTS ON FIRE COMPANY, LLC,

Plaintiff,

v.

EIGHT STAR DIAMOND COMPANY and
GRS JEWELERS, INC.,

Defendant.

Civil Action No.: 04 12251 JLT

CONSENT JUDGMENT AND
PERMANENT INJUNCTION

In order to effectuate and implement the Settlement Agreement by and between the Plaintiff Hearts On Fire Company, LLC and Eightstar Diamond Co. ("Eightstar") (a copy of which is attached; hereinafter referred to as "Settlement Agreement"); and because the parties have submitted themselves to the Court's jurisdiction; and because the Court has found that entry of this Consent Judgment and Permanent Injunction is necessary and proper to consummate the settlement of this action.

NOW, THEREFORE, upon agreement of the parties, it is ORDERED, ADJUDICATED, and DECREED as follows:

1. Eightstar and its agents, servants, employees, successors, and assigns, are hereby ENJOINED, except as provided in Section 4 below, from engaging in the following activities or encouraging, directing, aiding or abetting others to engage in the following activities: publishing, using, displaying, publicly distributing, transmitting to the public, disseminating (whether in person or through any medium now known or that may hereafter be created) the following marks (the "Marks"): THE WORLD'S MOST PERFECTLY CUT DIAMOND® and THE MOST PERFECTLY CUT DIAMOND IN THE WORLD®, without regard for the use of

capital or lower case letters, the use of plural or singular forms of any of the foregoing words, or the use of apostrophes or punctuation in connection with any of the foregoing words, including, without limitation, the phrase "The most perfectly cut diamonds in the world. "

2. This Court shall retain continuing jurisdiction over the parties for the purpose of entering enforcement orders of this Consent Judgment and Permanent Injunction and enforcing the Settlement Agreement.

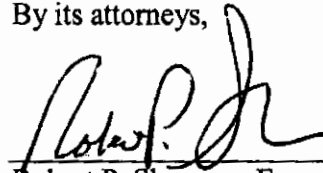
3. Except insofar as the parties have stipulated to the entry of permanent injunctive relief in favor of HOF and against Eightstar in this action, all claims are hereby dismissed with prejudice. Each party shall bear its own costs.

4. Nothing in this Order shall prohibit Eightstar from referencing the Marks as those belonging to HOF in connection with any lawful comparative or competitive advertising.

DATED this 12th day of December, 2006.

HEARTS ON FIRE COMPANY LLC,

By its attorneys,



Robert P. Sherman, Esq.

DLA PIPER US LLP

33 Arch Street, 26th Floor

Boston, MA 02110-1447

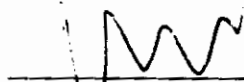
Telephone: 617.406.6000

Facsimile: 617.406.6100

Consented and Agreed to:

EIGHTSTAR DIAMOND COMPANY

By its attorneys,



James L. Phillips, admitted pro hac vice

MILLER NASH LLP

601 Union Street

Seattle, WA 98101

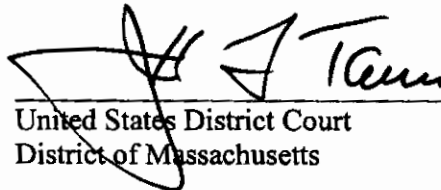
Telephone: 206.622.8484

Facsimile: 206.622.7485

Decapen
Dated: November 12, 2006

SO ORDERED:

Dated: 12/14/06



United States District Court
District of Massachusetts